

REQUEST FOR PROPOSAL

CRISIS INTERVENTION “RESPITE COTTAGE” SERVICES

**LOUISIANA YOUTH ENHANCED SERVICES PROJECT
OFFICE OF MENTAL HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS**

Release Date:

November 7, 2008

I. GENERAL INFORMATION

A. Background

The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Mental Health, the Office for Addictive Disorders, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The LA-Y.E.S. Project is a children's mental health system "transformation" initiative designed to improve the quality and accessibility of mental health services and supports. This initiative will include improvement to services and supports in the following parishes: Orleans, Jefferson, and St. Bernard, Plaquemines, and St. Tammany.

The project is funded through a Cooperative Agreement with the Substance Abuse and Mental Health Services Administration (SAMHSA). The Office of Mental Health (OMH), Department of Health and Hospitals is the recipient of the funding for the project. The project is currently in the fifth year of its six-year grant cycle. The Crisis Respite Cottage is also funded in part by the Louisiana Office of Youth Development, as reflected in the attached Memorandum of Understanding containing the Program of Services as the Statement of Work.

The purpose of the project is the development and implementation of substantial children's mental health service delivery system modifications, changes, and alterations to enhance and improve the overall capacity of the current system of care. This project expands the continuum of care by providing required crisis respite services that are currently unavailable in the five parishes for children and adolescents with serious mental health problems. The System of Care Cooperative Agreement between SAMHSA and LA-Y.E.S. identified respite care as a community

mental health service requirement in the continuum of care.

SAMHSA (Systems of Care Cooperative Agreement with LA-Y.E.S.—2005-2009)

REQUIRED CMH SERVICES	OPTIONAL CMH SERVICES
Diagnosis and evaluation (assessment)	Screening for Eligibility
Care Management	Training (EBPs; ISPs; intensive services; Cultural and Linguistic Competence)
Outpatient (community-based care)	Recreation
Emergency services (24/7)	Individualized Tx
Intensive Home-Based Care (imminent risk)	
Intensive Day Treatment	
Respite Care	
Therapeutic Foster Care	
Therapeutic Group Home Care	
Transitional Services	

Services and supports to children and adolescents with severe mental health problems and their families are provided in a “wraparound” modality using “promising” and/or “best practices” that are currently available.

Upon admission to the program, each child with a serious mental health problem and his/her family will be assigned a Care Manager through a Care Management Organization that is employed by the project to coordinate the delivery of the mental health services and supports, including both traditional mental health care and non-traditional services. Using the wraparound approach, Individualized Service Plans (ISPs) will be prepared for each client and his/her family that the project serves.

B. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified proposers that provide behavioral health care - social services, known as “crisis intervention - respite cottage” services.

- Crisis respite services and psychiatric services to support the crisis respite cottage are described in more detail in Section II (B) – Deliverable for the provision of comprehensive crisis respite services.
- The Crisis Respite Cottage will be housed on the campus of the New Orleans Adolescent Hospital (NOAH) in a renovated “cottage.” NOAH shall be responsible for renovations to the cottage for a maximum of 8

beds. Renovations shall meet necessary health and safety standards preparing the cottage suitable for licensing. However, the successful Proposer will be required to obtain the necessary licensing and permits for providing crisis respite services.

- An Operating Agreement will be executed concerning the funding, management and administration of the crisis respite cottage. The parties to the Operating Agreement shall include the Office of Mental Health and the Metropolitan Human Services District (MHSD).
- A copy of the Operating Agreement is attached hereto.

A contract is necessary to provide crisis respite cottage services in the five target parishes (Orleans, Jefferson, St. Bernard, Plaquemines, and St. Tammany) for children and adolescents with serious mental health problems that need these crisis services so as to prevent out-of home placement. The contract for crisis respite cottage services shall be all inclusive of the requirements for a minimum of six and a maximum of eight bed crisis respite cottage, including appropriate “care management” follow-up after use of the respite cottage.

C. Invitation to Propose

The Office of Mental Health, LA-Y.E.S. Project, is inviting qualified proposers to submit proposals to provide crisis intervention respite cottage services to children and adolescents (ages 12-17) who fit the eligibility criteria that are promulgated by the project and are at-risk for out-of-home placement in a juvenile detention facility, psychiatric hospital, or other restrictive setting, including care management follow-up, in conformity with all policies and procedure of the project, including but not limited to its Cooperative Agreement, and applicable licensure requirements of the State of Louisiana, Department of Health and Hospitals, the Department of Social Services, and national accrediting bodies such as Joint Commission on Accreditation of Healthcare Organizations, and Commission on Accreditation of Rehabilitation Facilities, and other applicable state and federal regulations, and in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

*Brenda Cosey
Administrative Assistant
LA-Y.E.S. Project
Department of Health and Hospitals*

210 State Street, Cottage 4
New Orleans, Louisiana 70118
Telephone Number (504 896-2636)
Facsimile Number: (504 896-2668)
Email: bcosey@dhh.la.gov

This RFP is available in electronic form at **www.layes.org**, in PDF format.

E. Proposer Inquiries

The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted to the following web address **www.layes.org**, by the date specified in the Schedule of Events.

Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events (DHH reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Public Notice of RFP	November 7, 2008
Deadline for Receipt of Written Questions	November 13, 2008 4:30 pm CDT
Response to Written Questions	November 14, 2008
Deadline for Receipt of Proposals	December 4, 2008 4:30 pm CDT
Proposal Evaluation	December 5, 2008
Contract Award Announced	December 12, 2008
Contract Negotiations Begin	December 15, 2008
Contract Begins	January 5, 2009

G. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address: **www.layes.org**.

II. Scope of Work

A. Project Overview

The result of this contract will be the implementation of a fully functional minimum of 6 and a maximum of 8 bed crisis intervention respite cottage located in Orleans Parish to provide crisis intervention respite cottage services to children and adolescents (ages 12-17) who fit the eligibility criteria that are promulgated by the project and are at-risk for out-of-home placement in a juvenile detention facility, psychiatric hospital, or other restrictive setting. The length of stay will vary depending on the child/adolescent's need from 12 hours to 14 days. The target population includes youths 12-17 years of age who are in emotional, mental or psychiatric crisis with major psychiatric and/or behavioral needs (DSM 4 diagnosis) who are at risk of out-of-home placement but whose behaviors are manageable within a Respite home. Eligible youths will generally have a minimum Child and Adolescent Level of Care Utilization System (CALOCUS) (also known as the CASII) level of need score of 3 and will be reviewed on a case-by-case basis. The respite cottage shall also provide each resident with the opportunity to receive a psychiatric evaluation through New Orleans Adolescent Hospital upon admission to the respite cottage. Care management follow up services will also be available to residents of the respite cottage following discharge through the LA-Y.E.S. Project.

The contractor selected for this project will provide crisis intervention respite cottage services 24 hours per day and 7 days per week in conformity with all policies and procedures of the project, including but not limited to its Cooperative Agreement, licensure requirements of the State of Louisiana, Department of Health and Hospitals, and other applicable state and federal regulations.

B. Deliverables

The services to be provided are described below.

1. Contractor will operate a minimum of 6 but no more than 8 crisis respite cottage beds 24 hours a day, 7 days per week. Crisis respite services must be provided to male and female adolescents. The Contractor shall hire crisis respite cottage staff and document evidence of a screening process for prospective Respite Assistants to include no less than:
 - a. experience with and ability to deal with seriously emotionally/behaviorally impaired children and youth,
 - b. criminal records check.

2. Contractor shall provide one-to-one staff as needed for those youth whose presenting problems require a higher degree of supervision based appropriate risk assessment instruments. One-to-one respite services will be provided to no more than 3 respite clients at any given time.
3. Contractor shall provide training to program staff that supports quality respite services. The National Respite Network and Resource Center (2006) recommend ongoing training in a variety of areas. These areas will be part of the developed training plan along with other areas of care quality. For example, the following are examples of planned training:
 - Respite best practices
 - First aid and CPR
 - Recognizing DSM diagnostic issues (including trauma-focused assessments)
 - Overview of psychotropic medications and administrative procedures
 - Emergency medical procedures and protocols
 - Behavioral management and strategies
 - Non-violent physical crisis intervention
 - Physical restraint in accordance with DHH/OMH policy
 - Planning and providing quality activities for youth
 - Working with families and family-driven service delivery
 - Health and safety standards
 - Family training on service effectiveness and evidence-based care
 - Ethical and liability issues, HIPAA; confidentiality
 - Community supports and resources and family advocacy
 - System of care and “wraparound” services
4. Contractor shall employ a Master’s level Respite Coordinator who manages the day-to-day operations of the crisis respite cottage program.

The Respite Coordinator will:

 - have a LCSW, LPC or equivalent
 - have a minimum of three years experience in mental health delivery or supervision
 - have a minimum of three years of experience working with children and adolescents
 - have experience working in a residential, group home, or hospital setting (preferred)
 - be dedicated exclusively to this contract
5. Contractor shall accept referrals of eligible youth identified in need of respite-care. The referrals will come from LA-Y.E.S., Office of Youth Development, other

state and local agencies, and community agencies within the 5 parish area (Orleans, Jefferson, St. Bernard, St. Tammany, and Plaquemine) and will include an assessment by a licensed clinical professional (Respite Coordinator) and/or a physician's order (if necessary) in addition to all other necessary information as indicated on the approved referral form. LA-YES is responsible for final approval of referrals. The approved referral form will provide a cursory check of appropriateness for admission (clear statement of recent behaviors by applicant and family as well as reasons for referral; all collateral information that is available.) The Contractor shall specifically include screening protocols/procedures to address the following issues prior to admission and following admission, that is, during the respite care:

- medical stability of the youth
 - acute psychiatric distress that would reasonably require inpatient care
 - major substance problems
 - other factors that would preclude an appropriate admission to respite care
6. Upon admission of an adolescent to the crisis respite cottage, the Contractor, along with the referring staff, shall determine and document:
- a. any special needs of the youth (diet, medical, educational, etc.)
 - b. level of supervision/observation needed, any specific areas of treatment, therapy, or behavioral management in the respite facility
 - c. goals for reuniting the youth and family
 - d. preliminary estimate of the length of respite time needed
 - e. the role of other professionals in addressing the specific needs of the family in crisis
7. Contractor shall be responsible for:
- monitoring and supervising the youth
 - observing the youth and reporting behavior patterns or conditions relevant to care and treatment
 - providing counseling for youth and family members to develop coping strategies and problem-solving skills to address crisis situation utilizing best practices or promising practices
 - providing basic home care to the youth, e.g., safety, provision for hygiene and health, etc.
 - establishing a nurturing and productive relationship with the youth
 - providing supportive counseling while youth is in respite care
 - follow through with the needed appointments in response to the crisis event
 - arranging for and escorting to school or day treatment, or community clinic attendance if appropriate
8. Contractor will maintain an average length of stay from twelve hours to a

maximum of fourteen days. Extensions will be granted by LA-Y.E.S. when extenuating circumstances warrant. Contractor shall make every effort to assure that the brief stay model is respected. Length of stay beyond five days can only be approved by LA-Y.E.S. Administration in accordance with the state's licensing policies and regulations; however, it shall not exceed 720 hours per 6 months of 1440 hours per calendar year- 30 and 60 days respectively.

9. The Contractor shall maintain an occupancy rate of seventy-five percent (75%) occupancy rate of the maximum number of beds (8 beds).
10. The Contractor shall coordinate discharge plans with all treatment providers to ensure continuity of care. The decision for the youth to return home will be based on the youth's progress measured by an appropriate functional scale as well as the readiness of the family for reunification. There will be a daily review of the adolescent's status by the on-call psychiatrist, and a physician's order will be required to end or change plans.
11. The Contractor shall maintain a file on each person referred and admitted to the program. Programmatic records will be maintained in a locked file in the Respite Coordinator's office. Program staff will be responsible for maintaining accurate and current information in the files of all adolescents admitted. Contractor will gather and disseminate monthly and year end data to evaluate the program. Data will include but not be limited to:
 - a. referral data, including presenting problems,
 - b. demographics (sex, age, household income, parish of residence, type of household, employment status)
 - c. length of stay,
 - d. final disposition,
 - e. bed days used per month,
 - f. date one-on-one staff ordered; number of days used.
12. Contractor shall participate in a formative and summative evaluation. The evaluation will collect ongoing data which will document the characteristics of the youth, services received, and outcomes.
13. Contractor shall employ record keeping/receipt procedures which will provide an Audit trail for expenditures and income received. Appropriate financial documentation for reimbursement must be submitted by the 15th of each month to LA-Y.E.S., with a copy of the summary to OMH. Failure to establish and maintain adequate documentation will result in disallowance of such expenditures and represents a contractual breach.

14. OMH shall provide the following:

- a. A LA-Y.E.S. Care Manager who will work directly with the Respite Coordinator to plan and coordinate treatment plans. The LA-Y.E.S. Care Manager and Respite Coordinator will actively plan together for the child in treatment.
- b. OMH through NOAH will provide psychiatric services
- c. OMH through NOAH will provide a crisis respite cottage facility
- d. OMH through NOAH will provide utilities
- e. OMH through NOAH will provide food services
- f. OMH through LA – Y.E.S. will provide program monitoring, oversight, and administrative support
- g. Care management follow up services will also be available to residents of the respite cottage through the LA-Y.E.S. Project following discharge.

C. Technical Requirements

The Contractor shall interface with the Rite Track data entry and reporting system.

The Contractor must maintain hardware and software compatible with current DHH requirements which are:

IBM compatible PC with a Pentium 4, Celeron or Equivalent Processor

1 Gig of RAM memory

25 MB free hard drive space (suggest 80 Gig hard drive for the system)

Color Monitor

Printer compatible with hardware and software required

DSL or Cable Modem Connection (min 512 up and 1.5 down)

CD ROM

Windows XP, SP2 or later version of operating system (minimum)

An Internet account with nationwide E-mail and Web-browser software

Microsoft Office

Appropriate Firewalls for confidentiality of information transmitted over the internet

D. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the

contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions.
- The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

E. INSURANCE REQUIREMENTS

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether

such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

F. Resources Available to Contractor

The LA-Y.E.S. Project will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

G. Contact Personnel:

All work will be performed under the direct supervision of:

Reginald A. Parquet, Project Director
LA-Y.E.S. Project
Department of Health and Hospitals
Office of Mental Health
210 State Street, Cottage 4
New Orleans, Louisiana 70118
Phone: 504 896-2636
Email: rparquet@dhh.la.gov

H. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 12 months. The continuation of this contract beyond the 12 month contract period is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. DHH reserves the right to renew or extend the contract with the same rates and conditions; however, under no circumstances shall the maximum contract period exceed 36 months.

I. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of LA-Y.E.S. Project Director.

III. PROPOSALS

A. GENERAL INFORMATION

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the firm's proposal by the Department.

Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

B. PROCUREMENT LIBRARY/RESOURCES AVAILABLE TO PROPOSER

Relevant material related to this RFP will be posted at the following web address: www.layes.org.

C. PROPOSAL SUBMISSION

All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

Proposer will submit one (1) original and should submit 15 copies of the proposal. Proposals must be submitted in hard copy form, no facsimile or emailed proposals will be accepted.

Proposals must be submitted via mail or hand delivered to:

Brenda Cosey, Administrative Assistant
LA-Y.E.S. Project
Office of Mental Health
Department of Health and Hospitals
210 State Street, Cottage 4
New Orleans, Louisiana 70118

D. Proposal Cost – The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

E. Ownership of Proposal – All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once notification of a selected proposer is announced, all proposals will become subject to the Louisiana Public Records Act.

F. Certification Statement

The proposer must sign and submit the attached Certification Statement.

G. Proposal Submission

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and must include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.
3. Requested Proposal Outline
 - a. Introduction
 - b. Understanding of Project Scope
 - c. Work Plan
 - d. Relevant Corporate Experience
 - e. Corporate Financial Condition
 - f. Personnel Qualifications
 - g. Cost and Pricing Analysis
 - h. Administrative Data
 - i. Assignments
 - j. Additional Information
 - k. Warranty Against Cost Disclosure and Broker Fees
 - l. Location of Active Office with Full Time Personnel

4. Content of Proposal Outline Listed Above

a. Introduction

The introductory section should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposal. This section should also include an organizational chart displaying the proposer's overall structure.

b. Understanding of Project Scope, Needs, and Objectives

This section should state proposer's knowledge and understanding of the needs and objectives of the LA-Y.E.S. Project as related to the scope of this RFP. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP, including knowledge of DHH, Office of Mental Health, and the LA-Y.E.S. Project. This section should contain work statements setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems.

The practicality of the execution of each stage of the project will be examined. The proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements.

c. Work Plan/Project Execution

The Proposer should state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for each work statement, as well as Department involvement. The Proposal should state how each objective of the project will be accomplished.

This section should address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks;

6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
13. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

d. Relevant Corporate Experience

The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility for prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the implementation of crisis respite cottage services in the five target parishes for children and adolescents with serious mental health problems that need these crisis services so as to prevent out-of home placement. The proposer should have, within the last 36 months prior to deadline for receipt of proposals, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 36 months prior to deadline for receipt of proposals. References should include the name and telephone number of each contact person.

In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

e. Corporate Financial Condition

The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

Proposal should include for each of the last three (3) years, copies of financial

statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

f. Personnel Qualifications

This section should include the key factors which the Proposer understands shall be considered in the staffing and management of the project.

The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract and its plan for doing so. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, and should be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort should be submitted.

Job descriptions for all staff should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers should also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation should be included. The organizational chart should show lines of responsibility and authority. The proposer should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

Key personnel should be designated as such in the proposal, and résumés of all known personnel should be included. Resumes of key personnel proposed should include, but not be limited to:

1. Experience with proposer,
2. Previous experience in projects of similar scope and size.
3. Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.
4. Educational background, certifications, licenses, special skills, etc.
5. Proposer should certify that personnel identified in proposal shall be assigned to duties as stipulated in the proposal.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel.

g. Cost and Pricing Analysis

Cost for the crisis respite cottage program shall be based on a per diem rate. Proposer shall quote a per diem rate per person served. Proposer must specify costs for performance of tasks and methodologies of payment. In the per diem rate, the proposal must include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs that were used to develop the proposer's per diem rate must be included in the proposal. The itemized cost breakdown must include, at the minimum, the cost for the following:

1. Office equipment, supplies, etc. for direct care staff and Logistics¹
2. Residential Staffing – List All Full-Time Equivalents for All Categories
3. Professional Services and On-Call Services
4. Cottage Management And Fiscal and Clinical Reporting
5. Staff Training
6. Hygiene care for residents
7. Transportation
8. Care Management Follow Up

h. Administrative Data

The proposal should include the following administrative data:

1. Name and address of principal officer;
2. Name and address for purpose of issuing checks and/or drafts;
3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
4. If out-of-state Proposer, give name and address of local representative; if none, so state;
5. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
6. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
7. Proposer's state and federal tax identification numbers.

¹ This cost category should include all expenses for contractor office space at the Respite Cottage, including but not limited to office equipment, supplies, internet fees, etc. NOAH is providing space, food, and utilities.

The following mandatory administrative data should be also be included in this section:

Mandatory Administrative Data

1. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
2. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
3. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

i. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

j. Additional Information

Proposers may be required by DHH to provide additional information or clarification concerning proposals.

k. Warranties

The following 2 items should be included in the proposal:

Warranty Against Cost Disclosure: The proposer should warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Broker's Fees: The proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract and should also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

l. Location of Active Office with Full Time Personnel

Include all office locations (address) with full time personnel.

H. Criteria For Evaluation

Evaluations will be conducted by a Proposal Review Committee.

Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal, and the proposal with the highest combined total score will be recommended for award.

Cost Evaluation:

1. The proposer with the lowest per diem rate shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Per Diem Rate of all Proposers

PC = Individual Proposal Cost

The following criteria will be used to evaluate proposals.

Evaluation Criteria

The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Work Plan/Project Execution	20
Corporate Experience/Financial Condition	20
Qualifications of Personnel	20
Cost	25
Total Points	100

I. ANNOUNCEMENT OF AWARD

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. OTHER LOGISTICS

1. Contact After Solicitation Deadline - After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until the award is made.
2. Rejection and Cancellation - Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation.
3. Completeness of Information – Failure to furnish mandatory information specifically required in this solicitation shall disqualify a proposal.
4. Proprietary Information - Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44:1-44, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
5. Award Without Discussion - The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.
6. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the Department can access the credit upon breach of contract by the contractor.
OR
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance.

V. CONTRACTUAL TERMS

- A. The contract between DHH and the Contractor shall include the standard DHH

contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.

C. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. **Personnel Assignments:** The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
2. **Force Majeure:** The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. **Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. **Entire Agreement:** This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
5. **Board Resolution/Signature Authority:** The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. **Warranty to Comply with State and Federal Regulations:** The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. **Warranty of Removal of Conflict of Interest:** The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree

with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I: Certification Statement
- II: DHH Standard Contract Form (CF-1)
- III: HIPAA
- IV. Operating agreement

CERTIFICATION STATEMENT**ATTACHMENT I**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Department requests that the proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security # (11 digits)	
2) Street Address		6) Parish(es) Served	
City and State	Zip Code	7) License or Certification #	
3) Telephone Number		8) Contractor Status	
4) Mailing Address (if different)		Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City and State	Zip Code	8a) CFDA#(Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract

exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..

14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

CONTRACTOR	
CONTRACTOR	
SIGNATURE	DATE
NAME	
TITLE	
(Name of Program, Bureau, Region, Office, Facility)	
SIGNATURE	DATE
NAME	
TITLE	

STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS	
DHH	
SIGNATURE	DATE
<u>Alan Levine</u>	
<u>Secretary, Department of Health and Hospitals</u>	
Assistant Secretary	
SIGNATURE	DATE
NAME	
TITLE	

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment __ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
 "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S.

DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.